

RESTRICTIONS AS TO BUILDING AND USE

We, ANGELO FAFOGLIA and GLORIA J. FAFOGLIA, husband and wife, and for our successors and assigns and each of us, in consideration of the purchase of any lot or lots in:

"Gloria Lane", a Subdivision of part of the North Half of the Southwest Quarter of Section Two (2), Township Fifteen (15) North, Range Five (5) West of the Third Principal Meridian, as platted by the plat recorded in Book 17 of Plats at Page 91, in the Office of the Recorder of Deeds of Sangamon County, Illinois, situated in the City of Springfield in said County;

and as an inducement thereto, do hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of Illinois therein and covenant and agree with each and every Purchaser or Grantee of any lot or lots in said above described real estate, that the following restrictions as to building and use of said lot or lots shall be covenants running with the land as follows:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot or lots or part or parts thereof, other than one detached, single family dwelling, not to exceed two stories in height, costing not less than \$12,000, and a private garage for not more than three cars.
2. The ground floor area of the main structure of any dwelling, exclusive of one story, open porches and garage, shall be not less than 1,200 square feet for a one story dwelling or less than 800 square feet for a dwelling of more than one story.
3. No building, exclusive of eaves and steps, shall be located on any lot nearer to the front lot line or side line than the minimum building line shown on the recorded plat of said Subdivision and nearer than 5 feet to any interior lot line. Interior lot lines, as used herein, mean the lot lines having no street frontage shown on the recorded plat of said Subdivision, except when a single tract in said Subdivision consists of more than one lot contiguous to all or part of another lot with the ownership of all of such tract in common, then the exterior lines of such tract that have no street frontage shall be considered to be the interior lot lines for all of such tract.
4. No dwelling shall be permitted to remain on any lot or lots or part or parts thereof having an area of less than 6,000 square feet or width of less than 40 feet at the front building line shown upon the recorded plat of said Subdivision. The grade line of any lot shall be maintained to correspond with that of surrounding property.
5. No trailer, basement, tent, shack, garage, barn or other outbuilding placed on any lot shall, at any time, be used as a residence, temporarily or permanently.
6. No spirituous, vinous or malt liquor shall be sold, or kept for sale, on any lot.
7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

8. No noxious or offensive activity shall be carried on upon any lots, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, disturb the peace and quiet thereof, or annoy any occupant of neighboring property.
9. No lot, or any part thereof, shall be used, either temporarily or permanently, to sell, store or accumulate used cars, parts therefrom or junk of any kind or character whatever. No rubbish, trash, garbage, or other waste shall be kept on any lot except temporarily and all such rubbish, trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
10. No sign of any kind shall be maintained or displayed on any lot except one sign of not more than one square foot in area, identifying the occupants of the dwelling, one sign of not more than 5 square feet in area advertising the property for sale or rent, and signs used by contractors during the construction of any improvements thereon.
11. Easements over that portion of any lot designated as "utility and drainage easements" on the recorded plat of said Subdivision are hereby reserved for drainage and the use of public utility companies and others to install, lay, construct, renew, operate and maintain pipes, conduits, cables, poles and wires, either overhead or underground, for the purposes of providing any property in said Subdivision with gas, electric, telephone, water, sewer or other utility services.
12. These covenants shall be binding upon all parties and all persons claiming through or under them for a period of twenty-five years from the date these covenants are filed for record, after which time such covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by the then adult owners of record of a majority of said lots in said Subdivision has been filed for record, agreeing to change such covenants in whole or in part.
13. Invalidation of these covenants by judgment or court order shall, in no wise, affect the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the above named persons have placed their hands and affixed their seals this 16th day of September , 1960.

Angela Fafoglia (SEAL)

Gloria J. Fafoglia (SEAL)

STATE OF ILLINOIS :
 : ss.
COUNTY OF SANGAMON :

AGREEMENT TO MODIFY RESTRICTIONS AS TO BUILDING AND USE

THIS AGREEMENT made between ANGELO FAFOGLIA and GLORIA J. FAFOGLIA, husband and wife, Parties of the First Part, and the persons who are the owners of the real estate set opposite their respective names below, Parties of the Second Part, WITNESSETH That:

WHEREAS, Parties of the First Part are the owners of all lots in:

"Gloria Lane", a Subdivision of part of the North Half of the Southwest Quarter of Section Two (2), Township Fifteen (15) North, Range Five (5) West of the Third Principal Meridian, as platted by the plat recorded in Book 17 of Plats at Page 91 in the Office of the Recorder of Deeds of Sangamon County, Illinois, situated in the City of Springfield, in said County;

except for Lot No. 9 which is owned by ROBERT T. LAYTON and VERNA L. LAYTON, husband and wife; Lot No. 12 which is owned by BILLIE D. JOYNER and NORMA J. JOYNER, husband and wife; Lot No. 15 which is owned by ALBERT S. MARI and ROSLYN M. MARI, husband and wife; Lots No. 20 and No. 21 which are owned by VIRGIL PETTUS and GLORIA PETTUS, husband and wife; Lot No. 23 which is owned by JAMES S. BUCKNER and IRMA M. BUCKNER, husband and wife; and Lot No. 31 which is owned by CURTIS W. JOHNSON and LOUISE B. JOHNSON, husband and wife; and

WHEREAS, Parties of the First Part desire to modify, change and amend the second restriction contained in the Restrictions as to Building and Use of lots in said "Gloria Lane" Subdivision heretofore executed by them on the 16th day of September, 1960, and filed for record in the Office of the Recorder of Deeds of Sangamon County, Illinois, on the 3rd day of October, 1960, recorded in Book 815 of Mortgages at Page 383, and deem it necessary that said Parties of the Second Part join with them in the modification, change and amendment of said Restriction No. 2;

NOW, THEREFORE, in consideration of One Dollar and Other Good and Valuable Considerations in hand paid, the receipt of which is hereby acknowledged, said Parties of the Second Part do hereby consent and join with the said Parties of the First Part in the modifying, changing and amending of the aforementioned Restriction No. 2, contained in the Restrictions as to Building and Use of lots in said "Gloria Lane" Subdivision, as follows:

(a) Restriction No. 2 is hereby modified, changed and amended to provide that:

"The ground floor area of the main structure of any dwelling, exclusive of one story, open porches and garage, shall be not less than 950 square feet for a one story dwelling or less than 700 square feet for a dwelling of more than one story."

(b) All other Restrictions as to Building and Use of lots in "Gloria Lane" Subdivision, which are recorded in Book 815 of Mortgages at Page 383 in the Office of the Recorder of Deeds of Sangamon County, Illinois, shall remain unchanged and in force and effect as written.

This Agreement shall be binding upon all heirs, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Parties of the First Part, ANGELO FAFOGLIA and GLORIA J. FAFOGLIA, and the Parties of the Second Part, aforementioned, have placed their hands and affixed their seals this 20th day of September, 1961.

Angelo Fafoglia

Angelo Fafoglia

Gloria J. Fafoglia

Gloria J. Fafoglia

Parties of the First Part

Lot No. 9

Robert F. Layton

Robert F. Layton

Lot No. 9

Verna L. Layton

Verna L. Layton

Lot No. 12

Billie D. Joyner
Billie D. Joyner

Lot No. 12

Norma J. Joyner
Norma J. Joyner

Lot No. 15

Albert S. Mari
Albert S. Mari

Lot No. 15

Roslyn M. Mari
Roslyn M. Mari

Lot No. 20 & Lot No. 21

Virgil Earl Pettus
Virgil Pettus
a/k/a Virgil Earl Pettus

Lot No. 20 & Lot No. 21

Gloria Pettus
Gloria Pettus

Lot No. 23

James S. Buckner
James S. Buckner

Lot No. 23

Irma M. Buckner
Irma M. Buckner

Lot No. 31

Curtis W. Johnson
Curtis W. Johnson

Lot No. 31

Louise B. Johnson
Louise B. Johnson

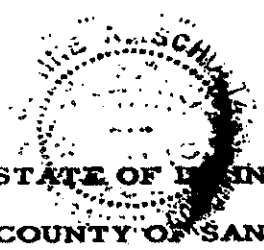
Parties of the Second Part

STATE OF ILLINOIS :
: ss.
COUNTY OF SANGAMON :

875 520

I, Joanne A. Schultz, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that ANGELO FAFOGLIA and GLORIA J. FAFOGLIA, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and notarial seal this 20th day of September, A.D. 1961.



Joanne A. Schultz
Notary Public

STATE OF ILLINOIS :
: ss.
COUNTY OF SANGAMON :

I, Joanne A. Schultz, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that ROBERT F. LAYTON and VERA L. LAYTON, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and notarial seal this 20th day of September, A.D. 1961.



Joanne A. Schultz
Notary Public

STATE OF ILLINOIS :
: ss.
COUNTY OF SANGAMON :

I, Joanne A. Schultz, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that BILLIE D. JOYNER and NORMA J. JOYNER, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and notarial seal this 20th day of September, A.D. 1961.



Joanne A. Schultz
Notary Public

STATE OF ILLINOIS :
: ss.
COUNTY OF SANGAMON :

I, Joanne A. Schultz, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that ALBERT S. MARI and ROSLYN M. MARI, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and notarial seal this 20th day of September, A.D. 1961.



Joanne A. Schultz
Notary Public

STATE OF ILLINOIS :
: ss.
COUNTY OF SANGAMON :

I, Joanne A. Schultz, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that VIRGIL PETTUS and GLORIA PETTUS, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and notarial seal this 20th day of September, A.D. 1961.

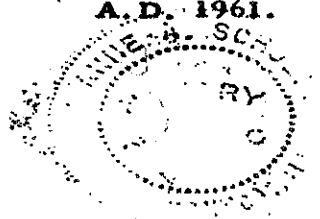


Joanne A. Schultz
Notary Public

STATE OF ILLINOIS :
: ss.
COUNTY OF SANGAMON :

I, Joanne A. Schultz, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that JAMES S. BUCKNER and IRMA M. BUCKNER, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and notarial seal this 20th day of September, A.D. 1961.



Joanne A. Schultz
Notary Public

STATE OF ILLINOIS :

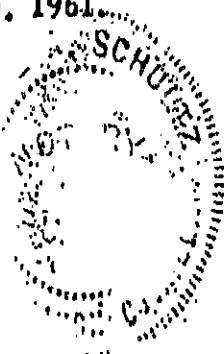
: ss.

875 522

COUNTY OF SANGAMON :

I, *James A. Schultz*, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that CURTIS W. JOHNSON and LOUISE B. JOHNSON, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and notarial seal this *20th* day of September, A.D. 1961.



James A. Schultz

Notary Public

422356

W. H. H. H.

(Signature)

9-20-61